

1 UNITED STATES BANKRUPTCY COURT

2 SOUTHERN DISTRICT OF NEW YORK

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4 In the Matter of:

5 LEHMAN BROTHERS HOLDINGS INC., Case No. 08-13555-scc

6 Debtor.

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15 United States Bankruptcy Court

16 One Bowling Green

17 New York, New York 10004-1408

18
19 October 13, 2017

20 9:31 AM

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23 B E F O R E:

24 HON. SHELLEY C. CHAPMAN

25 U.S. BANKRUPTCY JUDGE

1 IN RE: Doc #56300 Motion for Approval of Settlement
2 Agreement Among Citibank, N.A., and Certain of Its
3 Affiliates, and Lehman Brothers Holdings Inc., and Certain
4 of Its Affiliates

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25 Transcribed by: Dawn South

1 A P P E A R A N C E S :

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P R O C E E D I N G S

THE COURT: Good morning.

MR. ROSSMAN: Good morning.

THE COURT: Please have a seat. Hello. How are
you today? It's good to see you.

MR. ROSSMAN: You too, Your Honor.

MR. COHEN: Good morning.

THE COURT: What should we do today?

(Laughter)

MR. ROSSMAN: We'd like to call -- no.

(Laughter)

MR. ROSSMAN: Your Honor, it's my privilege and my
pleasure to present a motion for settlement --

THE COURT: Okay.

MR. ROSSMAN: -- under Bankruptcy Rule 9019 in the
Lehman against Citibank, a series of litigations. May I
begin?

THE COURT: Sure.

MR. ROSSMAN: So Andrew Rossman with Quinn Emanuel
for the official creditors' committee of Lehman Brothers
Holdings Inc., for the record. I see the podium is still
sideways, so I'll --

THE COURT: The podium is still sideways because
we have another group coming in for a trial, so we just
thought we would adopt Mr. Cohen's excellent --

1 MR. ROSSMAN: You'd adopt Mr. Cohen's --

2 THE COURT: -- excellent configuration. Although,
3 Mr. Cohen, you're not sitting in your usual chair today I
4 would note.

5 MR. COHEN: I've been reduced to a regular chair,
6 right.

7 THE COURT: Yes, you've been reduced to a regular
8 chair. But you may have noticed also that this is a
9 particularly rare case, because after you all left I
10 actually had to have the courtroom painted.

11 MR. ROSSMAN: We noticed.

12 THE COURT: Did you notice?

13 MR. ROSSMAN: We did notice, yeah.

14 THE COURT: It's quite lovely.

15 MR. ROSSMAN: The courtroom looks spiffy.

16 THE COURT: It does look spiffy, and larger.

17 MR. ROSSMAN: Yeah.

18 THE COURT: But we digress. Go ahead,
19 Mr. Rossman.

20 MR. ROSSMAN: We do.

21 So, Your Honor, I'm here today with my colleague,
22 Callie Ray, (indiscernible) Steve Mullaney and Kimberly
23 Cloud (ph) from the estate, smaller crowd than you're used
24 to seeing, but I assure you everyone is aware of what's
25 happening today and pleased that we got here.

1 THE COURT: All right. Well I have read the
2 papers, so I'm happy to hear your presentation.

3 MR. ROSSMAN: Sure, I've got a very brief one.

4 THE COURT: Okay.

5 MR. ROSSMAN: But I think there are a few things
6 that merit saying.

7 THE COURT: Sure.

8 MR. ROSSMAN: First for the benefit of, you know,
9 posterity I do want to thank the Court, the court personnel,
10 court security officers, all of whom have protected us and
11 kept us comfortable here.

12 I want to especially recognize Your Honor's
13 chambers and dedicated clerks who have poured through all of
14 the pain and suffering we've bestowed upon you, and
15 Ms. Isen in particular, and I want to -- who has probably
16 suffered the most -- and I do think it's important to
17 recognize the special role that the Court has played into
18 this before I get into the merits of the settlement.

19 I think history thinks of the Honorable James Peck
20 as the Lehman judge, I think those who are in this courtroom
21 think of Your Honor, and the level of dedication, and you
22 know, frankly skill and determination that the Court has
23 brought to these proceedings in bringing them to the part of
24 trial and guiding us through 42 days of some of the most
25 complex trial material anyone will ever see and then

1 ultimately guiding us and aiding us to reach a settlement
2 here, really is a testament to I think the extraordinary
3 talents, and you know, frankly level of commitment that the
4 Court has to these cases and to the cause of justice in this
5 courthouse.

6 So we owe you an enormous debt and I didn't want
7 that to go unsaid before I get to the substance of the case.

8 THE COURT: I appreciate your comments, I won't
9 dispute your statements. I will agree with respect to
10 commitment, that I will cop to that charge, but I won't -- I
11 appreciate your other comments, so.

12 MR. ROSSMAN: So what we have here before you,
13 Your Honor, is a global settlement of all disputes between
14 the Lehman estate, the creditors' committee, and Citibank
15 and its affiliates, and it is, as Your Honor is well
16 familiar with the standards under Rule 9019 and TMT Trailer
17 Ferry, it is an appropriate approach to settle our massive
18 disputes to do it on a global basis taking into
19 consideration the difficulties of settling disputes
20 individually, something that we have taken into
21 consideration, and we have determined that the settlement
22 that you have before you easily exceeds the lowest end of
23 the range of reasonableness.

24 We come to you with a high degree of conviction
25 that this is a settlement that is fair and reasonable in all

1 respects and appropriate for the estate and its creditors.

2 Just to briefly describe what we've got here.

3 It is not -- it is a settlement of what we the
4 Citibank litigation, which is the adversary proceeding that
5 includes the derivative claim objection and the dispute over
6 the handling of the \$2 billion deposit that Lehman placed
7 with Citibank in June of 2008. That adversary proceeding
8 alone has a panoply of issues associated with it, some of
9 which were the subject of summary judgment motions that were
10 pending before Your Honor, and the subject of the trial that
11 proceeded for some four months in this courthouse was over
12 the close out of some 30,000 derivative trades and the claim
13 that Citi and its affiliates asserted against Lehman
14 Brothers Special Finance and its affiliates in the amount of
15 -- in excess of \$2 billion.

16 It resolves the claim. It resolves all of the
17 claims that have been asserted by Citibank against Lehman.
18 It resolves that adversary proceeding. It disposes of the
19 \$2 billion plus that are in that account. And it resolves
20 other litigation as well. It resolves what we refer to as
21 the CitiMortgage litigation, which is an effort -- was an
22 effort to avoid an alleged preferential payment. It also
23 resolves a series of litigations that we refer to as the
24 flip clause litigations that relate to a modification in the
25 change of the priority of payments that are made under

1 certain swaps as a result of the bankruptcy event of
2 default. Your Honor has ruled on those cases that are on
3 appeal. It resolves that appeal as it relates to Citibank.

4 So we will be upon, if the Court is so kind as to
5 approval this settlement when it becomes final, we will be
6 dismissing the relevant adversary proceedings and the claims
7 that are made against LBHI are going to be withdraw pursuant
8 to the settlement agreement.

9 They are a series of claims that are set forth
10 specifically in the settlement agreement that will be
11 assigned to LBHI. Those are claims against other Lehman
12 affiliates, and those will be up to the plan administrator,
13 consistent with a plan, to determine the resolution of those
14 claims.

15 We filed a supplement to the 9019 motion that
16 identifies specifically one of those claims that exceeds the
17 \$200 million threshold, so you'll see --

18 THE COURT: Right.

19 MR. ROSSMAN: -- in the supplement how that claim
20 is specifically --

21 THE COURT: Yes.

22 MR. ROSSMAN: -- going to be treated.

23 And in addition to the dismissal of prejudice of
24 the litigation, withdrawal from assignment of the claims
25 there's an exchange of mutual releases between the parties

1 that are broad and relate to all of the disputed matters.
2 So it's all of the claims and defenses that were brought in
3 the adversary proceedings or the disputed claim litigations
4 and any matters relating to or arising there from. So it is
5 what we think of as a global settlement or piecing the value
6 between the parties.

7 The substance of the settlement is very
8 straightforward. The litigation was complicated, the
9 settlement was actually relatively straightforward.

10 In the account that was -- originally held the
11 deposit of \$2 billion back in 2008, it's approximately 2.09
12 -- I'm sorry -- \$2.093 billion.

13 THE COURT: Uh-huh.

14 MR. ROSSMAN: Citibank will debit to itself
15 \$350 million.

16 THE COURT: Uh-huh.

17 MR. ROSSMAN: The remainder of the content of that
18 account and some other accounts will be transferred to
19 Lehman upon -- shortly after the effectiveness of the
20 settlement, no later than five business days --

21 THE COURT: Okay.

22 MR. ROSSMAN: -- from the effectiveness of this
23 settlement agreement, which will result in a return to the
24 estate of approximately \$1.74 billion, which the estate is
25 prepared to try to distribute it as rapidly as it can

1 consistent with its obligations under the plan and the
2 confirmation order, to all of Lehman's creditors.

3 So in terms of the 9019 standards, which Your
4 Honor is -- and let me just pause there for a second to see
5 if Your Honor has any questions about --

6 THE COURT: Nope.

7 MR. ROSSMAN: -- the content of the settlement.

8 In terms of the standard under 9019 the -- I think
9 Your Honor is well familiar with the probability of success
10 and the uncertainties of the facts and the law regarding
11 this case.

12 The complexity, expense, and duration of this
13 litigation is unlike any many people have seen in their
14 legal careers. It's as long a trial, perhaps as almost any
15 that's been held in the courthouse. The issues were
16 presented I would say, Your Honor, at a level of detail with
17 a level of -- and I'm referring to my adversaries for a
18 moment -- with a level of vigor and skill and
19 professionalism that I don't think is exceeded anywhere. So
20 I think you got a strong of presentation of a dispute issue
21 could have for resolution.

22 I'm aware of no creditors who are objecting to
23 this settlement. You have the full support of the
24 creditors' committee, as well as the support of the Lehman
25 estate. Competence of counsel I hope you come to the

1 collusion that we know what we're doing by now.

2 THE COURT: I'll have more to say -- I'll have
3 something to say about that towards the end of the hearing.

4 MR. ROSSMAN: Arms length bargaining. This is the
5 -- not only was it litigated, but there was an extensive
6 process of trying to resolve this over the course of many
7 years culminating in a five-day mediation presided over by
8 Your Honor. So I think it easily surpasses anyone's notion
9 of arms length.

10 In terms of the debtor's informed judgment you
11 have a debtor here who has seen more of these claims than
12 anyone else, including claims involving the big banks that
13 than could be imagined, so you know, the debtor, and you
14 have in the record the declaration of Steven Mullaney, who
15 has testified in this court who is, you know, the business
16 owner of this particular case and the top valuation
17 professional of the estate, one of the top business persons
18 at the estate, you know, supporting the substance of the
19 settlement, he's a person who knows well of what he speaks,
20 and the entire estate supporting the settlement.

21 And finally in terms of the relative benefits
22 obviously we have the concrete benefit of the return of
23 substantial funds to the Lehman estate and the creditors.

24 So for all of those reasons we very much support
25 the settlement, we're pleased to be here, and we thank

1 everyone for indulging us to get to that point.

2 Thank you, Your Honor.

3 THE COURT: Thank you.

4 All right. Does anyone else wish to be heard with
5 respect to the request to approve the settlement of all
6 claims between Lehman and Citibank as set forth in the
7 motion papers that have been filed on behalf of the estate?

8 Okay. I'm going read a short decision into the
9 record, and then when I conclude with that there are some
10 other comments that I'd like to make to the parties and
11 frankly for the record.

12 Before the Court is the motion of Lehman Brothers
13 Holdings Inc. as plan administrator on behalf of itself,
14 Lehman Brothers Special Financing, and the other Lehman
15 entities, together with the official committee of unsecured
16 creditors seeking the entry of an order pursuant to Rule
17 9019 of the Federal Rules of Bankruptcy Procedure and
18 Section 105(a) of title 11 of the United States Code for
19 approval of a settlement agreement dated as of
20 September 29th, 2017 by and among the plan administrator on
21 behalf of LBHI, LBSF, and the other Lehman entities, and
22 Citibank, N.A. on behalf of itself and the other Citibank
23 entities.

24 Prior to the petition date LBHI had deposited
25 \$2 billion with Citibank, and prior to the date of the

1 settlement motion the Lehman entities maintained deposit
2 accounts with Citibank with an aggregate balance of
3 approximately \$2.093 billion.

4 The settlement agreement between the plan
5 administrator and Citibank resolves the relevant claims,
6 including the settled claims, and the relevant adversary
7 proceedings, as such terms are defined in the motion, and
8 will result in the return of approximately \$1.74 billion to
9 the Lehman entities from the deposit accounts with Citibank.

10 Pursuant to the settlement agreement all of the
11 pending litigation between the parties that is before this
12 Court will be resolved, including the Citibank litigation,
13 the CitiMortgage litigation, and the flip clause litigation,
14 each of which the Court is intimately familiar with and
15 which is described in greater deal in the motion.

16 Rule 9019 of the Federal Rules of Bankruptcy
17 Procedure provides in pertinent part that, "After notice and
18 a hearing the Court may approve a compromise or settlement."

19 Courts have held that a settlement under
20 Bankruptcy Rule 9019 will be approved if it is fair and
21 equitable and in the best interest of the estate.

22 The settlement proponent bears the burden to
23 persuade the Court that the settlement is in the best
24 interest of the estate.

25 In assessing whether a settlement is in the best

1 interest of the estate "it is not necessary for the Court to
2 conduct a mini-trial of the facts or the merits underlying
3 each dispute." In re: Adelphia Communications Corp., 368
4 Bankruptcy 140, Bankruptcy Southern District of New York,
5 2007. Rather the Court must be apprised of those facts that
6 are necessary to enable it to evaluate the settlement and to
7 make a considered and independent judgment.

8 To be approved the settlement need not be the best
9 that the debtor could have obtained, rather "there is a
10 range of reasonableness with respect to a settlement. A
11 range which recognizes the uncertainties of law and fact in
12 any particular case and the common risks and costs
13 necessarily inherent in taking any litigation to
14 completion." Newman versus Stein, 464 F.2d 689, Second
15 Circuit, 1972. Cert denied 409 U.S. 1039, 1972.

16 When courts in the Second Circuit consider whether
17 a settlement is within the range of reasonableness they
18 apply the following factors set forth in Motorola versus
19 Official Committee of Unsecured Creditors. In re: Iridium
20 Operating, LLC, 478 F.3d 452, Second Circuit, 2007,
21 colloquially known as the Iridium factors.

22 One, the balance between the litigation's
23 possibility of success and the settlement's future benefits.

24 Two, the likelihood of complex and protractive
25 litigation with its intended expense, inconvenience, and

1 delay.

2 Three, the paramount interest of creditors.

3 Four, whether other parties in interest support
4 the settlement.

5 Five, the nature and breadth of releases to be
6 obtained by officers and directors.

7 Six, the competency and experience of counsel
8 supporting, and the experience and knowledge of the
9 bankruptcy judge reviewing the settlement.

10 And seven, the extent to which the settlement is
11 the product of arms length bargaining.

12 In evaluating the reasonableness of the settlement
13 agreement here the Court has applied the Iridium factors and
14 concludes that the settlement is well within the range of
15 reasonableness and is unquestionably in the best interest of
16 the Lehman estates.

17 In particular when considering two of the most
18 significant Iridium factors, one, whether the likelihood of
19 the plan administrator succeeding in litigating the claims
20 proposed to be settled is outweighed by the future benefits
21 the estate can enjoy from the proposed settlement; and two,
22 the prospect of complex and protracted litigation were the
23 settlement not to be approved, the Court finds that such
24 factors clearly and overwhelmingly weigh in favor of
25 approval of the settlement.

1 By the settled claims the Citibank entities have
2 asserted approximately \$2.1 billion in claims against the
3 Lehman entities, the majority of which have been asserted in
4 full against LBSF, LBCC, or LBCS as primary obligor, and
5 against LBHI as guarantor.

6 The settled claims involve more than 30,000
7 transactions, including complex derivatives transactions
8 which were currently being litigated before the Court in the
9 Citibank litigation which was pending at the time of to
10 settlement.

11 In addition, as described in the motion and in the
12 declaration of Mr. Mullaney filed in support thereof, the
13 relevant adversary proceedings involve dozens of other
14 causes of action based on equally complex prepetition
15 financial transactions involving the Citibank entities and
16 the Lehman entities.

17 As Mr. Mullaney describes, the plan
18 administrator's attempts to settle these complex disputes on
19 an individual or piecemeal basis proved to be difficult and
20 impractical.

21 Although the plan administrator has asserted that
22 many of the claims asserted by the Citibank estates are
23 greatly overstated and could greatly be reduced if litigated
24 to finality, the plan administrator also recognizes that
25 litigation is inherently uncertain and thus determined in

1 the exercise of its sound business judgment that a global
2 settlement of the relevant adversary proceedings and the
3 benefits of such a settlement would outweigh the likelihood
4 of success in litigating each of to disputes.

5 The Court concludes that the plan administrator's
6 determination is reasonable and should be approved.

7 In examining a settlement pursuant to Bankruptcy
8 Rule 9019 the Court need not determine a specific dollar
9 amount for the claims at issue, rather the Court is required
10 to evaluate whether the settlement, as an integrated
11 compromise, falls above or below the lowest point in the
12 range of reasonableness.

13 The Court finds that given the numerous highly
14 complex disputes being resolved through the settlement
15 agreement and the Lehman estate's ability to immediately
16 recover substantial funds from Citibank that have been held
17 in the deposit accounts for nearly nine years, the
18 determination to enter into the settlement falls well above
19 the lowest point in the range of reasonableness.

20 Moreover, the Court finds that the prospect of
21 complex and protracted litigation without a settlement, the
22 second Iridium factor, is all but certain. This factor also
23 weighs heavily in favor of approval of the settlement
24 agreement.

25 The plan administrator has asserted that

1 litigation of the relevant adversary proceedings will
2 continue to be time-consuming and expensive. The Citibank
3 litigation alone, which the Court notes is only one of the
4 relevant adversary proceedings being settled here, has
5 involved 5 years of discovery, the production of over
6 1.4 million documents, over 30 expert witnesses,
7 approximately 100 depositions -- 170 depositions, and span
8 42 days of trial thus far.

9 Entry into the settlement agreement enables the
10 Lehman entities to avoid expending further resources in
11 connection with all disputes with Citibank in the Lehman
12 cases, including the Citibank litigation.

13 Accordingly, the Court finds that the plan
14 administrator's determination to enter into the settlement
15 agreement is a reasonable determination in view of the time
16 and expense of complex litigation that will be avoided by
17 the settlement and in light of the Lehman estate's ability
18 to recover \$1.74 billion at this time.

19 The Court finds that the plan administrator
20 appropriately exercised its business judgment here, and the
21 Court approves the settlement pursuant to Bankruptcy Rule
22 9019.

23 Okay. So that concludes my ruling, which you can
24 reference in the order that you present approving the
25 settlement.

1 But I'd like to take a few minutes, if you don't
2 mind, to say some things.

3 This has been an extraordinary experience for all
4 of us, for me personally, and for my staff. Ms. Chu started
5 when the trial started. She was not even here for I think
6 it was five days of argument on summary judgment motions,
7 and that's not even counting the summary judgment motion
8 that we held some time ago, which I think might even be
9 before Mr. Cohen's involvement in the case. I think we had
10 your partner, Mr. Shimshak here and your other partner,
11 Ms. Hammerman, on that as well.

12 Given the scope and complexity of this the
13 parties' level of cooperation during the run up to the trial
14 is -- was and is remarkable. There were very few discovery
15 disputes. There were very few, if any, disputes over
16 scheduling. And I think that reflects, notwithstanding the
17 difficulty and the huge stakes that were involved here, that
18 counsel maintained an excellent working relationship with
19 one another, and your respect for each other was on display
20 and manifest during the entirety of this case. It was quite
21 extraordinary. There were some very tense moments, and your
22 respect and civility to one another and to the Court were
23 unflagging and were noteworthy.

24 Next, the teams that you brought to bear.
25 Certainly, Mr. Rossman, and you Mr. Cohen, had the lead

1 role, the burden of which I can only imagine. I know that
2 your work every day here didn't end when you left, and I
3 truly cannot imagine the physical and emotional toll that it
4 took. But you were backed up by tremendous teams, some of
5 whom I got to see in action, and I am grateful for the fact
6 that given how high the stakes were you had the confidence
7 to, and the good sense frankly, to enable some of your
8 junior partners and associates to present testimony before
9 the Court. To a man and a woman they were fabulous, and I
10 hope that for some of them, many of whom it may have been
11 their first time presenting such a significant piece of
12 evidence, it will not be the last time. I was grateful for
13 that and it's very much appreciated and your mentorship of
14 them I think was very much in evidence.

15 There were undoubtedly a lot of people that I
16 didn't get to see who were hold up in those rooms that you
17 had in the courthouse buried beneath jelly beans and
18 printers and coffee cups, and to each and every one of them
19 we are grateful.

20 Things went remarkably smoothly here. We had very
21 few technical glitches. There were real-time demonstratives
22 produced. All of it was quite remarkable and I think you
23 too, Mr. Rossman and Mr. Cohen, would be the first to
24 acknowledge that you couldn't have done it without the
25 support of those teams. So for that I am grateful.

1 Your clients, many of whom sat here day in, day
2 out paying rapt attention to everything that happened. Some
3 were not able to be here every day, some had other business
4 to attend to. I know that they were paying attention to
5 everything that occurred.

6 During the course of the trial, which began in
7 April and the leaves were coming on the trees and ends today
8 when leaves are falling off the trees, people experienced
9 life events. Not just birthdays and anniversaries, we had
10 at least one birth --

11 UNIDENTIFIED SPEAKER: I think we had three.

12 THE COURT: We had three?

13 MS. RAY: Almost four.

14 UNIDENTIFIED SPEAKER: Yeah.

15 MS. RAY: Four as of today.

16 UNIDENTIFIED SPEAKER: Four today.

17 THE COURT: I have the chills. I was only aware
18 of one. One of the wonderful people from Citibank who was
19 here faithfully day in and day out until her newborn child
20 made it impossible for her to be here. so that's something.
21 I think -- I don't think if we had Bat Mitzvahs and Bar
22 Mitzvahs. We had beginnings of college. And there was some
23 loss on both sides. I know that representatives of clients
24 lost family members who were dear to them.

25 And notwithstanding that -- and this is quite

1 extraordinary -- notwithstanding that I know that they
2 remained engaged in the process in which they had an amazing
3 level of dedication.

4 People think of these cases as just about money,
5 and I think that certainly they're about money, but they're
6 also about peoples dedication to the people that they work
7 with, peoples dedication to principles of law, and the way
8 practices are conducted at various firms, and I think people
9 were also aware of the significance beyond these four walls
10 of what occurred here.

11 For better or worse the Court was not given the
12 opportunity to pronounce any rules of law, but the case
13 nonetheless I think was and will be very instructive, lots
14 of issues having to do with the conduct of these cases and
15 the nature of these derivatives.

16 It was certainly a learning process. I learned a
17 lot. I've probably forgotten a little bit of it by now, but
18 I certainly learned a lot and I hoped that everybody learned
19 a lot too.

20 Finally, the level of skill, the level of good
21 nature, the level of generosity of spirit that you,
22 Mr. Rossman, and you, Mr. Cohen, brought to bear I will
23 never forget. I see a lot of very skilled lawyers in here,
24 and that is my great privilege and honor. You two have set
25 a very, very high bar. It was -- joy may not be the right

1 word -- but it was exciting to watch you in action and it
2 was my great privilege to preside over the trial.

3 I probably got tired sometimes. I may have been
4 short with you, I may have lost my patience. So that I
5 apologize.

6 I have nothing but the utmost respect, and that
7 respect has increased today by your expressions of
8 appreciation for the Court, for the Court staff, especially
9 for Ms. Isen, without whom I couldn't get around every day.

10 So dare I say we miss you, we're glad to see you,
11 I think some have described this case -- this trial as epic,
12 one might even say it was a marathon, but we're completing
13 the marathon today, 26.2 miles.

14 Before you go -- see she's telling me what to do
15 here. She's telling me I can't give it away. But because
16 each case stands on its own Ms. Isen and I have a parting
17 gift for each of you. This is it, this is the whole case
18 right here. They say -- it says long credit, short
19 protection, black net seller, red net buyer, short credit,
20 long protection. Would you approach?

21 UNIDENTIFIED SPEAKER: I could have used that.

22 (Laughter)

23 UNIDENTIFIED SPEAKER: Thank you, Your Honor.

24 THE COURT: Take it and frame it.

25 UNIDENTIFIED SPEAKER: This may be the part that I

1 forgot.

2 (Laughter)

3 THE COURT: You're not getting my handwritten
4 copies of the calendar which I've had taped on the wall.
5 These I'm going to keep so that I can remember everyone with
6 the 42 days.

7 UNIDENTIFIED SPEAKER: Thank you, Your Honor.

8 THE COURT: Thank you. I forgot one. Step back,
9 one more moment. I forgot the most important one. Your
10 families. Your families. Children, wives, anyone else in
11 your life who put up with this entire thing and who
12 undoubtedly asked you day in and day out when it was going
13 to be over. Are you kidding me we have to cancel vacation?
14 You look terrible. I can't stand this anymore.

15 To your families, just thank you very much to
16 them. I hope they're happy to have you back. I'm sure that
17 they are. So my husband on the other hand you're going to
18 hear from him.

19 (Laughter)

20 THE COURT: Any way, I think that's it. I think
21 we're done. All right? Thank you very much.

22 (A chorus of thank you)

23 (Whereupon these proceedings were concluded at
24 10:02 a.m.)

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I N D E X

RULINGS

PAGE

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C E R T I F I C A T I O N

I, Dawn South certify that the foregoing transcript is a
true and accurate record of the proceedings.

Dawn South

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